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COUNTY OF ALAMEDA

SPECIAL TESTING AND INSPECTION (ST&I) SERVICES REQUEST FOR PROPOSAL/SOQ

SPECIFICATIONS, TERMS & CONDITIONS

for HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

NETWORKING/PROPOSERS CONFERENCE AND OPTIONAL SITE TOUR

At

11:00 a.m.

on

Wednesday, December 2, 2009

At

393 – 13th Street
Oakland, CA 94612

4:30 p.m.

on

Wednesday, December 2, 2009

At

Highland Hospital Cafeteria
1411 East 31st Street
Oakland, CA 94602

**MANDATORY
NETWORKING/PROPOSERS
CONFERENCE**

OPTIONAL SITE TOUR

For complete information regarding this project see RFP posted at
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
or contact the person listed below. Thank you for your interest!

Contact Person: **Fawaz Khanachet**

Phone Number: **510-208-9824**

E-mail Address: **fawaz.khanachet@acgov.org**

RESPONSE DUE

by

2:00 p.m.

on

Wednesday, January 6, 2010

at

Alameda County, GSA-Technical Services
1401 Lakeside Drive, Suite 800
Oakland, CA 94612

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Exhibit L – Highland Hospital – Current Campus Map
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**HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND
REQUEST FOR PROPOSAL AND STATEMENT OF QUALIFICATIONS**

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

A/E	Architecture(-al) and Engineer(-ing)
Board	Shall refer to the County of Alameda Board of Supervisors
CEC	Shall refer to County Evaluation Committee
Contractor	When capitalized, shall refer to selected Proposer that is awarded a contract
County	When capitalized, shall refer to the County of Alameda
CxA	Commissioning Authority
Federal	Refers to United States Federal Government, its departments and/or agencies
F.O.B	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
GSA	General Services Agency – County of Alameda
IOR	Inspector of Record
IRS	Refers to Internal Revenue Service
Labor Code	Refers to California Labor Code
MSDS	Refers to Material Safety Data Sheets
OSHA	Refers to California Occupational Safety and Health Administrations
Proposal	Shall mean proposer/contractor response to this RFP
Proposer	Shall mean specific person or firm responding to this RFP
PO	Shall refer to Purchase Order(s)
Qualifications	Shall mean Proposer's response to this RFP
Request for Proposal	Shall mean this document, which is the County of Alameda's request for contractors'/proposers' proposal to provide the goods and/or services being solicited herein. Also referred herein as RFP
Response	Shall refer to proposer's proposal or quotation submitted in reply to RFP
RFP	Request for Proposal
RFQ	Request for Qualifications
SF	Standard Form
SLEB	Small Local Emerging Business
SOQ	Statement of Qualifications
State	Refers to State of California, its departments and/or agencies
TSD	Technical Services Department

II. STATEMENT OF WORK AND SCOPE OF SERVICES

A. PROJECT DESCRIPTION AND OVERVIEW:

The Highland Hospital Acute Tower Replacement (ATR) is a complex multi-phased project that will be built on an urban site occupied by a fully operational hospital facility. The Highland Hospital facility is a licensed 236-bed Acute Care hospital and Level II Emergency/Trauma Center that provides annually over 11,800 Inpatient Admissions, 73,000 Emergency Room Visits, 2,400 Trauma Activations and over 125,000 Ambulatory Care Clinic Visits.

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A design-build delivery system was selected for this project due to the necessary level of coordination that will be required to successfully design and construct the new facilities, minimize impacts to the ongoing operations of the hospital and comply with the requirements of the Office of Statewide Health Planning and Development (OSHPD) and other authorities having jurisdiction.

The ATR project consists of three closely interlinked phases. Following is a brief summary of each phase of the project and a description of some of the complexities associated with each phase:

Phase 1: New Satellite Building and Associated Link

The Scope of work of Phase I includes destructive testing, abatement, demolition of existing structures (including Buildings V, VA, and portions of Building H and Koret Building (K Building), the new Koret Building entry vestibule, utilities, entry drive way and parking at 31st Street and construction of the new Satellite Building and associated underground parking and site work.

The Satellite Building is an OSHPD 3 permitted building that must adhere to all codes and requirements of agencies with jurisdiction over the project. OSHPD review will be required at the eastern leg of the Satellite Building Link to the Koret Building. This portion of the building is adjacent to the Koret Building (OSHPD) and, therefore, will require OSHPD review and approval of, at least, the connection to the Koret Building.

Construction of the link will require demolition of portions of the existing Lobby at Building H, the Canopy at the Koret Building, and the existing entry to the Koret Building, as well as the reconstruction of a new Entry to the Koret Building. Such demolition and reconstruction requires OSHPD review and approval.

Phase 2: New Acute Tower and Central Utility Plant

The scope of work of Phase 2 includes destructive testing, abatement, demolition of existing structures (including Buildings C, D, F, existing Service Building), site utilities, construction of the new Central Utility Plant servicing the entire hospital facility, new Acute Tower, new site utilities, connecting corridor through the Koret Building (to the new Satellite Building), connecting corridor to existing B Building and associated site work.

Phase 3: Demolition of Building H and Sitework

The scope of work of Phase 3 includes destructive testing, abatement and demolition of the existing Acute Tower (Building H), connections to Koret Building, S Building and underground utility tunnel system, site work and landscaping of the main central courtyard; and construction of the remainder of the Satellite Building and outdoor terrace adjacent to the Satellite Building cafeteria.

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B. SCOPE OF SERVICES

The County intends to contract for the services of a qualified firm to provide Special Testing and Inspection Services for the Acute Tower Replacement Project. The nature of the services requested and the duration of the projects involved requires a multi-year contract from approximately 2009 to 2017 (refer to the Time of Services/Project Schedule section for more detailed information).

The Special Testing and Inspection Consultant shall perform its services in accordance with the approved plans and specifications, applicable codes, regulations and accepted testing procedures, and shall furnish all material, labor, equipment and tools. Special inspection shall be performed in accordance with the Contract Documents, Title 24 of the California Code of Regulations, OSHPD, and all applicable State and local codes and regulations. The project will be fully designed using Building Information Modeling (BIM), and will use web based project management software.

The Special Testing and Inspection scope of services includes but is not limited to the following list. Proposer is to provide a complete list of Special Testing and Inspection Services anticipated in the "Scope of Work/Deliverables" section of its proposal.

1. Concrete
 - a. Mix design review
 - b. Rebar tensile and bend
 - c. Shrinkage bar
 - d. Batch plant
 - e. Reinforcing steel/prestressing tendons
 - f. Concrete placement
 - g. Tendon
 - h. Stressing
 - i. Compression
 - j. Shotcrete placement
 - k. Shotcrete pre-production panel
 - l. Shotcrete panel core
 - m. GFRC panel
2. Masonry
 - a. Placement
 - b. Concrete block compression
 - c. Linear shrinkage
 - d. CMU moisture/absorption
 - e. Grout prism compression
 - f. Composite prism compression
3. Structural Steel , Miscellaneous Metals & Prefabricated Metal Stairs
 - a. Welding procedure review
 - b. Shop welding
 - c. Field welding
 - d. Material identification
 - e. Tensile strength

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- f. High strength bolt installation
 - g. Automatic end- welded studs
 - h. Metal deck
- 4. Spray-applied Fireproofing
 - a. Thickness verification
 - b. Density verification
 - c. Bond strength
- 5. Expansion Anchors
 - a. Placement of expansion anchors
 - b. Proofload or torque testing
- 6. Reporting
 - a. Provide daily field reports to the County for the special testing and inspection that occurred that day
 - b. Provide weekly reports of tests and inspections directly to County, County Representative, Design-Builder, IOR, and others as designated. These reports must include the following:
 - c. Description and location of daily inspections and tests
 - d. List of all non-conforming items
 - e. Status of resolution of non-conforming items
 - f. Upon completion of each individual project, the Consultant will submit to the County all logs, forms and information collected during the project and the Final Report/Affidavit, certifying that all work requiring special inspection and/or materials sampling and testing is in conformance with the approved plans and construction documents.

Reports shall be in compliance with County and OSHPD (where applicable) requirements and shall be signed by a Civil Engineer licensed in California. All work shall be completed under the supervision of the signing Civil Engineer.

Whenever the County determines that it would be in the best interest of the Project, the County reserves the right to enter into separate contracts with consultants supplying specialized services. The County does not guarantee any minimum scope, and may at its discretion add or subtract scope during contract negotiations and during the duration of the contract, and re-assign work scope among and between different consultant teams and County staff at any time. The project may be subject to a Project Stabilization Agreement effecting labor covered by a Local Collective Bargaining Agreement.

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C. TIME OF SERVICES/PROJECT SCHEDULE

The County anticipates the following general schedule/milestones:

Milestone	Start Date	Completion Date
Design Build procurement process	Quarter 4 - 2008	Quarter 4 - 2009
<u>Phase I Work</u>		
Satellite Building/V & VA Demo	Quarter 4 - 2009	Quarter 3 - 2012
<u>Phase 2 Work</u>		
C, D & F Demolition	Quarter 1 - 2010	Quarter 1 - 2011
Site Utilities & New Service Building	Quarter 2 - 2011	Quarter 1 - 2016
Acute Tower	Quarter 2 - 2011	Quarter 1 - 2016
<u>Phase 3 Work</u>		
H Building Demolition	Quarter 1 - 2016	Quarter 1 - 2017
Site Improvements	Quarter 1 - 2017	Quarter 3 - 2017

Note that these dates are approximations and may change due to project phasing, the County's final decision regarding construction methods, or the selected Design Builder's schedule.

For preliminary pricing purposes, a Draft Project Schedule is included as Exhibit N. Following selection of the Consultant, an updated schedule will be provided for final contract negotiations with the selected Consultant.

D. OTHER COUNTY REQUIREMENTS

1. Local Participation: Note that it is a requirement for award that all contracts such as this one include local (defined as Alameda County based) businesses. The County Small and Emerging Locally Owned Business (SLEB) Program requires that to be awarded this contract the lead firm must be a SLEB or, if the lead firm is not a SLEB, the lead firm must partner with SLEBs to the maximum extent reasonable and possible, with a minimum of 20% SLEB participation required. Please note detailed provisions in Part IV, Section C, Paragraph (a), of this RFP.
2. Green Building: The County of Alameda has a Green Building Ordinance which requires all projects in excess of \$5M to achieve LEEDTM Silver rating. The ordinance will apply to this project. The ordinance includes construction waste management requirements.
3. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable

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packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

III. INSTRUCTIONS TO PROPOSERS

A. COUNTY CONTACTS

The GSA-Technical Services Department (TSD) is managing the RFP/SOQ process for this project on behalf of the County. All contact during the competitive process is to be through GSA-TSD only.

The evaluation phase of the RFP/SOQ process shall begin upon receipt of sealed proposals until a contract has been awarded. Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by Proposer to contact evaluators may result in disqualification of proposer.

The GSA Contracting Opportunities website will be the official notification posting place of all Request for Proposals and Addenda. To view current contracting opportunities, Go to:

http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp

B. CALENDAR OF EVENTS

Event	Date/Location	
RFP/SOQ Issued	MONDAY, November 16, 2009	
Networking/Proposers Conference for: SPECIAL TESTING AND INSPECTION SERVICES (ST&I) MANDATORY	WEDNESDAY, DECEMBER 2, 2009 TIME: 11:00 A.M. <u>LOCATION:</u> <i>Highland Project Office 393 – 13th Street Oakland, CA 94612</i>	Additional Information: <i>Please allow enough time for parking at metered street parking or public parking lot and entry into secure building.</i>
Highland Hospital Site Tour OPTIONAL	WEDNESDAY, DECEMBER 2, 2009 TIME: 4:30 p.m. <u>LOCATION:</u> <i>Highland Hospital Cafeteria 1411 East 31st Street Oakland, CA 94602</i>	Additional Information: <i>Please allow enough time for parking at metered street parking or public parking lot and entry into secure building.</i>
Addendum #1 Issued	MONDAY, DECEMBER 7, 2009	
Last Day to Submit Questions to County GSA	FRIDAY, DECEMBER 11, 2009	
Last Addendum	FRIDAY, DECEMBER 18, 2009	
Response Due	WEDNESDAY, JANUARY 6, 2010 <u>NO LATER THAN</u> 2:00 p.m.	
Evaluation Period	MONDAY, JANUARY 11, 2010 – FRIDAY, JANUARY 22, 2010	

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Oral Presentation/ Interviews	FRIDAY, JANUARY 22, 2010
Board Letter Issued (Recommendation)	TUESDAY, FEBRUARY 9, 2010 (anticipated)
Contract Negotiation	MONDAY, FEBRUARY 15, 2010 – FRIDAY, FEBRUARY 26, 2010 (anticipated)
Board Award Date	TUESDAY, MARCH 16, 2010 (anticipated)
Contract Start Date	MONDAY, MARCH 22, 2010 (anticipated)

Note: Award and start dates are approximate.

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of this RFP. By the submission of a Proposal, Proposer certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

C. NETWORKING/RFP CONFERENCE

NOTE: Firms wishing to submit a proposal must attend the MANDATORY Proposers/Networking Conference, but are encouraged to attend the OPTIONAL Site Tour.

The aforementioned MANDATORY Proposers/Networking conference will be held to:

- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFP.
- Provide an opportunity for proposers to ask specific questions about the project and request RFP clarification.
- Provide proposers an opportunity to receive documents, etc. necessary to respond to this RFP.
- Provide the County with an opportunity to receive feedback regarding the project and RFP.

Verbal questions received at the networking/proposers conference(s), will be addressed whenever possible at the networking/proposers conference(s). All questions will be addressed and the list of attendees will be included in an RFP Addendum following the networking/RFP conference in accordance with the Calendar of Events.

Failure to participate in the Networking/Proposers Conference will in no way relieve the Consultant/Subconsultants from furnishing services required in accordance with these specifications, terms and conditions. Attendance at the OPTIONAL Site Tour is strongly encouraged and recommended.

D. SUBMITTAL OF PROPOSALS

1. All proposals must be SEALED and must be received at the GSA Office (address shown below) **BEFORE** 2:00 p.m. on the due date specified in the Calendar of Events.

**NOTE: LATE AND/OR UNSEALED PROPOSALS CANNOT BE ACCEPTED. IF
HAND DELIVERING PROPOSALS PLEASE ALLOW TIME FOR METERED STREET**

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**PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO
SECURE BUILDING.**

Proposals will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any proposal received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.

All proposals, whether delivered by an employee of Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Technical Services Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

2. Proposals are to be addressed and delivered as follows:

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND
Alameda County, GSA-TSD
1401 Lakeside Drive, Suite 800
Oakland, CA 94612

3. Proposer's name and return address must also appear on the mailing package.
4. No telegraphic, e-mail or facsimile proposals will be considered.
5. By submission of its proposal Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform.
6. All costs required for the preparation and submission of a proposal shall be borne by Proposer.
7. Only one proposal response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
8. It is the responsibility of the Proposers to clearly identify information in their proposal responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
9. All other information regarding the proposal responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Proposers will receive mailed award/non-award notification(s), which will include the name of the Proposer to be awarded this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
10. Each proposal received, with the name of the Proposer, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the award of the order or contract, be open to public inspection.

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E. RESPONSE FORMAT

1. Proposal responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original plus six (6) copies of the proposal, plus a copy shall be submitted on read-only CD in "PDF" format. The original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound. Submittals shall contain only material directly related to response to requirements, not general marketing material. Organize your information under tabs in the same order delineated below under "Response Content."
2. In order for proposals to be considered complete, proposer must provide all information requested, including Standard Form 330, which replaces the old SF forms 254 and 255.

F. RESPONSE CONTENT/SUBMITTALS

1. Proposal responses must be signed in ink. The signatures of all persons required under the applicable organizational documents in order to bind the Proposer must be on the proposal response. Provide applicable signature documentation pursuant to ST&I organizational structure verifying the authority of the person signing the proposal response to commit to its Proposal on behalf of the ST&I firm.
2. Proposal response shall include the following information:

a. Organization and Approach

- i. Provide the name of the prime firm making the proposal (Proposer), its legal structure and all sub-consultants to be used on the project.
- ii. Provide an organizational chart showing the roles of the Proposer and each sub-consultant.
- iii. Describe the proposed project assignments and lines of authority and communication for principal(s) and key members of the Proposer and its sub-consultants that will be involved in the Project. Clearly demonstrate how the team, including all sub-consultants will be managed. Indicate the estimated percent of time these individuals will be involved in the Project.
- iv. Describe your project management approach.
- v. Provide a Staffing Plan. Describe how your Firm will approach staffing and meet the level of services required at various stages of the Project.
- vi. Describe how you will comply with OSHPD requirements for this project.
- vii. Describe how you will implement the special testing and inspection process activities described by the LEED requirements.
- viii. Describe your approach to compliance with the County's SLEB Program, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.

b. Technical Resources Capabilities

The Proposer shall identify, describe and quantify for itself and each of its sub-consultants the following technical resources for completion of the services:

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- i. Description of professional staff positions and other resources the Proposer has available to apply to the successful execution of the work.
- ii. Description of professional experience working in the public sector.
- iii. Description of BIM experience and capabilities.
- iv. Proof of proper Licenses and Certification of Firm and key members of the Proposer and Proposer's Subconsultants.
- v. Proof of insurance. (See Exhibit C for the exact requirements and limits)

c. Required Experience

Provide four projects completed in the past five years where similar Special Testing and Inspection Services were provided. Each project should represent similar type and complexity to the Highland Hospital Acute Tower Replacement Project and meet the following criteria:

- i. The four projects must include:
 - 1. At least one with a minimum construction cost of \$100 million. Project must be an Acute Care Hospital, at least 4 stories in height, in an operating hospital in the State of California.
 - 2. At least one with a minimum construction cost of \$50 million. Project must be an Acute Care Hospital, at least 4 stories in height, in an operating hospital in the State of California.
 - 3. At least one with a minimum construction cost of \$50 million. Project must be a project that obtained LEED certification.
- ii. Describe how these projects qualify the Proposer to accomplish the proposed roles, scope and Project goals.
- iii. Each representative project shall include the following data:
 - 1. Project name
 - 2. Project location
 - 3. Client name
 - 4. Client contact and title
 - 5. Client address, telephone number and email address
 - 6. Project start and completion dates
 - 7. Construction Value
 - 8. Project description, including aspects comparable to this project
 - 9. Description of your scope and role on the project

d. Demonstration of Adequate Staff to Service the Needs of the Project

- i. Provide staff experience of Proposer and sub-consultants with similar projects. Provide a resume for each named key personnel of Proposer, and Proposer's sub-consultants for the following:
 - 1. Project Manager
 - 2. Inspectors
 - 3. Other
- ii. Resumes to include the following:
 - 1. Name and proposed position
 - 2. Years of experience

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3. Years employed with Firm
4. Education - degrees and years obtained
5. Professional registration
6. Experience directly related to above proposed assignment
7. Description of projects worked on in the past five years
8. Current workload and availability

e. Scope of Work/Deliverables

Based on the size and complexity of the Highland Hospital Acute Tower Replacement Project, provide a proposed Scope of Work/Deliverables statement describing all ST&I services and deliverables you anticipate providing for each phase of work as described in the Time of Services/Project Schedule Section above - Exhibit N. Include any items that may have been omitted from the "Scope of Services" section. Also address items such as:

- i. Your firm's approach to special testing and inspection as it relates to these projects.
- ii. Special Testing Inspection tools and techniques that you would use on this project.
- iii. The proposed project manager's role and responsibilities on these projects.
- iv. How scope of services will be provided. Due to the need for very close coordination with the County and the Design Builder throughout this project, it is important to demonstrate how required services not provided by the on-site staff will be accomplished.
- v. Actual examples of how your firm's peer review efforts resulted in improved project designs.
- vi. Major difficulties that you might expect to encounter in these projects and the methods you would use to overcome these difficulties.
- vii. Your firm's approach to special testing and inspection as it relates to an acute care hospital project.
- viii. Your firm's approach to special testing and inspection as it relates to LEED.
- ix. Your firm's approach to special testing and inspection on a design build project.

f. Fee Schedule and Man-hour Budget

- i. Provide a detailed Fee Schedule for Proposer and its sub-consultants. Include hourly rates and unit prices for proposed staff and services offered.
 1. Unit Rates are to include all labor, insurance, fringe benefits, bonuses, travel costs, auto allowance or vehicle expenses, bridge tolls, parking expenses, cell phone usage charges, computer charges and any home office expenses attributable to the individual positions including mark-up for profit. There is **NO PARKING ON SITE** for personal vehicles.
 2. Indicate that your firm accepts a 2-hour minimum for on and off-site visits/show-ups.
 3. Provide any proposed annual escalation for each year of the Project duration.

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4. Fee Schedule shall remain in effect for a minimum of 12 months from the date of Proposal.
 - ii. Provide a Man-hour Budget, for Proposer and its sub-consultants, depicting anticipated special testing and inspection services required for the Highland Hospital Acute Tower Replacement Project including man-hours anticipated. Provide anticipated manpower requirements by phase. Describe assumptions made when determining your firm's Budget Estimate.
 - iii. Provide a list of all expenses your firm considers reimbursable and not included in the Unit Rate definition listed above.
 - g. References
 - i. Provide at least (3) three references of clients/projects who can attest to the Proposer's performance as the ST&I during design and construction on projects similar in nature and complexity to the Highland Hospital Acute Tower Replacement Project. It is preferred that these projects have been completed within the past (5) five years.
 1. Reference information shall include:
 - a. Project name
 - b. Project location
 - c. Client name
 - d. Client contact and title
 - e. Client address, telephone number and email
 - f. Project start and completion dates
 - g. Construction Value
 - h. Project description, including aspects compared with this project
 - h. Sample Special Testing and Inspection Report
 - i. Proposer shall provide a sample Special Testing and Inspection Plan from a representative hospital project in California where they acted as the third party ST&I agent.
 - ii. Proposer shall provide a sample ST&I Plan from a representative project where the project received LEED certification.
3. Exhibits/Attachments

Proposers shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County's sole discretion. The content and sequence for each required document shall be as follows:

 - Exhibit A – Acknowledgement, signed
 - Exhibit B – Questionnaire: Standard Form 330
 - Exhibit C – Insurance Requirements
 - Exhibit D – (Not used)
 - Exhibit E – SLEB Certification Application Package, completed, signed, required documentation attached (if applicable)

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- Exhibit F – Small Local Emerging Business (SLEB) Partnering Information Sheet, completed and signed
- Exhibit G – (Not used)
- Exhibit H – First Source Agreement, completed and signed
- Exhibit I – Exceptions, Clarifications and Amendments Form, completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Professional Services Agreement (the County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification).
- Exhibit J – Draft Professional Services Agreement
- Exhibit K – Proposal Evaluation Form, fill in firm name

G. EVALUATION CRITERIA/SELECTION PROCESS

Completeness Review: The County will perform a preliminary completeness review to identify any patently defective or non-responsive Proposals. Proposals not meeting the requirements of the RFP/SOQ will be considered non-responsive. County action on a defective or non-responsive Proposal may include refusal to evaluate the Proposal and elimination of the Proposer from the evaluation process. The County reserves the right to take any action consistent with the requirements of this document, including without limitation, requesting additional information after receipt and opening of any Proposal and waiving any inconsequential Proposal defects.

After the Completeness Review is completed, those proposals which are deemed “complete” will proceed to the Evaluation Process. The evaluation process is a two-step process. The first step is the technical evaluation of the proposals which will be performed by the County Evaluation Committee (CEC). The second step will be the oral interviews which will be conducted by the County Interview Panel (CIP).

Step 1 – County Evaluation Committee (CEC):

The CEC may be composed of County staff and other parties that have expertise or experience in the professional services described herein. The evaluation of the proposals shall be within the sole judgment and discretion of the CEC. The CEC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP. The CEC will rank the Proposals in accordance with the evaluation criteria set forth in this RFP.

The County intends to invite the five highest ranked proposers to present their Proposals to the CIP in an interview. However, the County reserves the right to determine the number of interviews it will conduct for this project.

Step 2 – County Interview Panel (CIP):

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The CIP may be composed of County staff and other parties that have expertise or experience in the professional services described herein and the management of the delivery of those services. After the interview, the CIP will rank the Proposals of the interviewed firms in accordance with the evaluation criteria set forth in the RFP.

Following the interviews, GSA will request authorization from the Board of Supervisors to enter into negotiations for the contract. GSA will negotiate with the Proposer with the highest score from the interview process as determined from the CIP. Upon acceptance of a fee proposal and successful contract negotiations GSA will recommend a contract be awarded. Should an agreement not be reached on a fair and reasonable fee with the highest ranked firm, the next highest ranked firm will be requested to submit a fee proposal.

All contact during the evaluation phase shall be through the GSA-TSD Department Contact Person only. Proposers shall neither contact nor lobby other County consultants, other County staff, members of the County Evaluation Committee (CEC) or members of the County Interview Committee (CIP) during the evaluation process. Attempts by Proposer to contact and/or influence these persons may result in disqualification of Proposer. Routine and legitimate inquiries should go through the County Contact Person.

Evaluation Criteria: Each of the following Evaluation Criteria below will be used in ranking and determining the quality of proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five-point scale. The scores for all the Evaluation Criteria will then be added according to their assigned weight (below) to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of Proposer's proposals. Proposals will be evaluated according to each Evaluation Criteria, and rated on a zero to five-point scale where the range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

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4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

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The Evaluation Criteria and their respective weights are as follows:

<u>Completeness of Response</u> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. To be considered complete, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business or are partnering, joint venturing or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. Proposals that don't meet the County Small and Emerging Locally Owned Business (SLEB) Program requirements, as described in this RFP, will be considered incomplete. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
<u>Experiences, Organization and Approach</u> <u>Experience and Organization of Proposed Team (20 Points)</u> • Proposes adequate and appropriate disciplines of project team. • Team has experience working on similar projects and has knowledge of the work necessary for the completion of the Project. • Some or all of team members (firms) have previously worked together on similar project(s). • Overall organization of the team is relevant to County needs. <u>Project Management Approach (20 Points)</u> • Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project. • Team successfully addresses ability to provide depth and breadth of services described in Scope of Services. • Team corresponds to project requirements, including OSHPD compliance and LEED certification. • Team Structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones. • Proposer has a realistic plan that meets SLEB program requirements and provides detail of approach and partners. <u>Technical Background of Key Individuals on the Team (15 Points)</u> • Proposed team members, as demonstrated by enclosed resumes, have relevant technical experience for their role in the project. • Key positions required to execute the project team's responsibilities are appropriately and adequately staffed. • Staff has appropriate licenses, registrations and certifications.	65 Points <i>TOTAL</i>

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<u>Working Relationship with County/GSA (10 Points)</u> • Team and its leaders have experience working in the public sector and knowledge of public sector procurement process. • Team leadership understands the nature of public sector work and its decision-making process. • Proposal responds to need to assist County/GSA during the project.	
<u>Scope of Services to be Provided</u> <u>Detailed Scope of Services to be Provided (20 Points)</u> • Proposed scope of services is appropriate for all phases of the work. • Scope addresses all known project needs and appear achievable in the timeframes set forth in the project schedule. <u>Project Deliverables (10 Points)</u> • Deliverables are appropriate to schedule and scope set forth in above requirements.	30 Points <i>TOTAL</i>
<u>Fee Schedule and Man-hour Budget</u> • Fee Schedule for each firm and for representative positions within each firm is provided for each key consultant/team member. • Proposer provides a man-hour budget displayed for the scope of work which represents the level of effort Proposer anticipated for the project	5 points <i>TOTAL</i>
<u>References</u> • Three references for the lead firm are provided.	Pass/Fail
Sample Special Testing and Inspection Reports	Pass/Fail

H. NOTICE OF AWARD

- At the conclusion of the RFP/SOQ response evaluation process (“Evaluation Process”), all Proposers will be notified in writing of the contract award recommendation. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:

- The name of the proposer being recommended for contract award;
 - The names of all other proposers; and,
 - In summary form, evaluation points for each proposer.
- Debriefings for unsuccessful proposers may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s proposal with the Project Manager.
 - Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful proposer, etc.
 - Debriefing may include review of successful proposer’s proposal.

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I. PROPOSAL PROTEST/APPEALS PROCESS

GSA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that proposers wish to protest the proposal process or appeal the recommendation to award a contract for this project.

1. Any proposal protest must be submitted in writing to the Deputy Director of GSA - TSD, 1401 Lakeside Drive, 11th Floor, Oakland, CA 94612. The proposal protest must be submitted before 5:00 p.m. of the fifth (5th) business day following the date of the Notice of Award.
 - a. The proposal protest must contain a complete statement of the basis for the protest.
 - b. The protest must include the name, address and telephone number of the person representing the protesting party.
 - c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.
 - d. The procedure and time limits are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal Protest.
2. Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal Protest, including filing a Government Code claim or legal proceedings.
3. Upon receipt of written protest/appeal Deputy Director, TSD will review and provide an opportunity to settle the protest/appeal by mutual agreement and will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) business days of review date.
4. Responses will inform the proposer whether or not the recommendation to the Board is going to change.
5. The decision of the TSD-Deputy Director, GSA may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days of notification of decision by the Deputy Director.
6. The decision of the Auditor-Controller's OCC is the final step of the appeal process.

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IV. TERMS AND CONDITIONS

A. AWARD

1. GSA will recommend award to the proposer who:
 - a. Has submitted the proposal deemed by the CEC and subsequently the CIP to best serves the overall interests of the County as evidenced by attaining the highest overall point score of the interviewed proposers; and
 - b. Submits an acceptable fee proposal upon request and completes successful contract negotiations.
2. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
3. The County reserves the right to award to a single or multiple contractors.
4. The County has the right to decline to award this contract for any reason.
5. Board approval to award a contract is required.
6. Contractor shall sign an acceptance of award letter prior to Board approval.
7. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Proposer's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

B. METHOD OF CONTRACTING

1. A signed Agreement will be issued upon Board approval.
2. Agreement will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to begin work
3. Payments will be issued only in the name of Contractor.
4. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

C. COUNTY PROVISIONS

1. Small and Emerging Locally Owned Business: A small business for purposes of this RFP is defined by the United States Small Business Administration as having no more than Four million dollars (\$4,000,000) over the last three (3) years. An emerging business, as defined by the County is one having less than one-half (1/2) of the above amount and has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package

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(consisting of Instructions, Application and Renewal Application) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFP:

Proposers not meeting the small or emerging local business requirements set forth above must partner, joint venture or subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Proposer's total proposal amount in order to be considered for the contract award. Proposer, in its proposal response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBO);
- non-profit churches or non-profit religious organizations (NPO);
- public schools; and universities; and
- government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c) 3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

2. Online Contract Compliance System : As part of the Alameda County General Services Agency's commitment to assist contractors to conveniently comply with legal and contractual requirements, the County has established an online Contract Compliance

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System. The system was designed to help reduce contractors' administrative costs and to provide various work-flow automation features that improve the project reporting process.

The Alameda County Contract Compliance System will be implemented to monitor contract compliance for County contracts through the use of a new interactive website, Elation Systems. The prime contractor and all participating subcontractors awarded contracts as a result of this bid process for this project, are required to use the secure web-based system to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation.

The Alameda County Contract Compliance System has been designed to provide online functionality that streamlines the process, reduces paperwork and assists contractors and subcontractors in complying with the County's SLEB Program and its reporting requirements. Utilizing the Alameda County Contract Compliance System will reduce the amount of time currently required to submit hard copy documentation regarding contract compliance information and is provided for use by County contractors and subcontractors at no cost.

Procedural differences between the previous conventional reporting and the new web-based system include:

- Monthly progress payment status reports will be submitted via the web-based system.
- Paper copies will no longer be required.
- Contractor will be required to enter data for payments made and subcontractors will be required to enter data for payments received into the web-based system.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Upon award of contract, please view the training schedule

http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in any contract awarded as a result of this bid process to allow use of the System free of charge. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Please contact the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

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3. Compliance Information And Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.
4. First Source Program: The First Source Program is a component of the SLEB Program and has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act requires that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services for \$100,000 or more as a result of this RFP are required to provide Alameda County within ten (10) working days to refer to Contractor potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County and that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor's specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Proposers are required to complete, sign and submit in their proposal response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program will interfere with Contractor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor's ability to carry out the terms of the contract, the Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

EXHIBIT A – SOQ ACKNOWLEDGEMENT

COUNTY OF ALAMEDA REQUEST FOR PROPOSAL

For

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

The County of Alameda is soliciting proposals from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP. This Proposal Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the proposal response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of proposals:** (a) All proposal responses must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal. No alterations or changes of any kind shall be permitted to Exhibits attached herein unless indicated otherwise in writing. Responses that do not comply shall be subject to rejection in total.
- 2. Failure to submit proposal:** If you are not submitting a proposal but want to remain on the mailing list and receive future proposals, complete, sign and return this Proposal Acknowledgement and state the reason you are not proposing.
- 3. Award:** (a) Unless otherwise specified by the proposer or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any proposal. (b) Proposals are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP/SOQ. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful proposer within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 4. Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 5. California Government Code Section 4552:** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
- 6. No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

The undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFP?

By: _____

Date: _____

Print Name Signed Above: _____

Title: _____

Phone: _____

EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS

For

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: **9000-0157**

Expires: _____

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this

form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. **Firm Name, Address, and Role in This Contract.** Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch

EXHIBIT B = SF330
COUNTY OF ALAMEDA
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For

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year

Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contract Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

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28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative

31. & 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

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SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY
PERSONNEL
(From Section E,
Block 12)

27. ROLE IN THIS
CONTRACT
(From Section E,
Block 13)

28. EXAMPLE PROJECTS LISTED IN SECTION F
Fill in "Example Projects Key" section below
before completing table. Place "X" under project
key number for participation in same or similar role.

		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	N	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective

and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

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List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E08	Engineering Economics
A02	Aerial Photography; Airborne Data and Imagery	E09	Environmental Impact Studies, Assessments or Statements
A03	Agricultural Development; Grain Storage; Farm Mechanization	E10	Environmental and natural Resource Mapping
A04	Air Pollution Control	E11	Environmental Planning
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E12	Environmental Remediation
A06	Airports; Terminals and Hangars; Freight Handling	E13	Environmental Testing and Analysis
A07	Arctic Facilities	F01	Fallout Shelters; Blast-Resistant Design
A08	Animal Facilities	F02	Field Houses; Gyms; Stadiums
A09	Anti-Terrorism/Force Protection	F03	Fire Protection
A10	Asbestos Abatement	F04	Fisheries; Fish Ladders
A11	Auditoriums and Theaters	F05	Forensic Engineering
A12	Automation; Controls; Instrumentation	F06	Forestry and Forest Products
B01	Barracks; Dormitories	G01	Garages; Vehicles Maintenance Facilities; Parking Decks
B02	Bridges	G02	Gas Systems (<i>Propane; Natural, Etc.</i>)
C01	Cartography	G03	Geodetic Surveying: Ground and Airborne
C02	Cemeteries (<i>Planning and Relocation</i>)	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C03	Charting; Nautical and Aeronautical	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C04	Chemical Processing and Storage	G06	Graphic Design
C05	Child Care/Development Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C06	Churches; Chapels	H02	Hazardous Materials Handling and Storage
C07	Coastal Engineering	H03	Hazardous, Toxic, Radioactive Waste Remediation
C08	Codes; Standards; Ordinances	H04	Heating; Ventilating; Air Conditioning
C09	Cold Storage; Refrigeration and Fast Freeze	H05	Health Systems Planning
C10	Commercial Building (<i>Low Rise</i>); Shopping Centers	H06	High-rise; Air-Rights-Type Buildings
C11	Community Facilities	H07	Highways; Streets; Airfield Paving; Parking Lots
C12	Communications Systems; TV; Microwave	H08	Historical Preservation
C13	Computer Facilities; Computer Service	H09	Hospital and Medical Facilities
C14	Conservation and Resource Management	H10	Hotels; Motels
C15	Construction Management	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
C16	Construction Surveying	H12	Hydraulics and Pneumatics
C17	Corrosion Control; Cathodic Protection Electrolysis	H13	Hydrographic Surveying
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	I01	Industrial Buildings; Manufacturing Plants
C19	Cryogenic Facilities	I02	Industrial Processes; Quality Control
D01	Dams (<i>Concrete; Arch</i>)	I03	Industrial Waste Treatment
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees Collection and Analysis	I04	Intelligent Transportation Systems
D03	Desalinization (<i>Process and Facilities</i>)	I05	Interior Design; Space Planning
D04	Design-Build - Preparation of Requests for Proposals	I06	Irrigation; Drainage
D05	Digital Elevation and Terrain Model Development	J01	Judicial and Courtroom Facilities
D06	Digital Orthophotography	L01	Laboratories; Medical Research Facilities
D07	Dining Halls; Clubs; Restaurants	L02	Land Surveying
D08	Dredging Studies and Design	L03	Landscape Architecture
E01	Ecological and Archeological Investigations	L04	Libraries; Museums; Galleries
E02	Educational Facilities; Classrooms	L05	Lighting (<i>Interior; Display; Theater, Etc.</i>)
E03	Electrical Studies and Design	L06	Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)
E04	Electronics	M01	Mapping Location/Addressing Systems
E05	Elevators; Escalators; People-Movers	M02	Materials Handling Systems; Conveyors; Sorters
E06	Embassies and Chanceries		
E07	Energy Conservation; New Energy Sources		

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M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining and Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (<i>Silos; Fuels; Transport</i>)	S02	Security Systems; Intruder and Smoke Detection
M08	Modular systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs and Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils and Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (<i>Storage and Distribution</i>)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (<i>Cross-Country - Liquid and Gas</i>)	S13	Storm Water Handling and Facilities
P05	Planning (<i>Community, Regional, Areawide and State</i>)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (<i>Site, Installation and Project</i>)	T02	Testing and Inspection Services
P07	Plumbing and Piping Design	T03	Traffic and Transportation Engineering
P08	Prisons and Correctional Facilities	T04	Topographic Surveying and Mapping
P09	Product, Machine Equipment Design	T05	Towers (<i>Self-Supporting and Guyed Systems</i>)
P10	Pneumatic Structures, Air-Support Buildings	T06	Tunnels and Subways
P11	Postal Facilities	U01	Unexploded Ordnance Remediation
P12	Power Generation, Transmission, Distribution	U02	Urban renewals; Community Development
P13	Public Safety Facilities	U03	Utilities (<i>Gas and Steam</i>)
R01	Radar; Sonar; Radio and Radar Telescopes	V01	Value Analysis; Life-Cycle Costing
R02	Radio Frequency Systems and Shieldings	W01	Warehouse and Depots
R03	Railroad; Rapid Transit	W02	Water Resources; Hydrology; Ground Water
R04	Recreation Facilities (<i>Parks, Marinas, Etc.</i>)	W03	Water Supply; Treatment and Distribution
R05	Refrigeration Plants/Systems	W04	Wind Tunnels; Research/Testing Facilities Design
R06	Rehabilitation (<i>Buildings; Structures; Facilities</i>)	Z01	Zoning; Land Use Studies
R07	Remote Sensing		
R08	Research Facilities		
R09	Resources Recovery; Recycling		

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ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*):
2. PUBLIC NOTICE DATE:
3. SOLICITATION OR PROJECT NUMBER:

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE:
5. NAME OF FIRM:
6. TELEPHONE NUMBER:
7. FAX NUMBER:
8. E-MAIL ADDRESS:

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

-
- | | |
|------|-------------------------------------|
| 9a. | PRIME (CHECK HERE): |
| 9a. | JOINT-VENTURE PARTNER (CHECK HERE): |
| 9a. | SUBCONTRACTOR (CHECK HERE): |
| 9a. | FIRM NAME: |
| 9a. | IF BRANCH OFFICE CHECK HERE: |
| 10a. | ADDRESS |
| 11a. | ROLE IN THIS CONTRACT |
-
- | | |
|------|-------------------------------------|
| 9b. | PRIME (CHECK HERE): |
| 9b. | JOINT-VENTURE PARTNER (CHECK HERE): |
| 9b. | SUBCONTRACTOR (CHECK HERE): |
| 9b. | FIRM NAME: |
| 9b. | IF BRANCH OFFICE CHECK HERE: |
| 10b. | ADDRESS |
| 11b. | ROLE IN THIS CONTRACT |
-
- | | |
|------|-------------------------------------|
| 9c. | PRIME (CHECK HERE): |
| 9c. | JOINT-VENTURE PARTNER (CHECK HERE): |
| 9c. | SUBCONTRACTOR (CHECK HERE): |
| 9c. | FIRM NAME: |
| 9c. | IF BRANCH OFFICE CHECK HERE: |
| 10c. | ADDRESS |

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11c. ROLE IN THIS CONTRACT

9d. PRIME (CHECK HERE):

9d. JOINT-VENTURE PARTNER (CHECK HERE):

9d. SUBCONTRACTOR (CHECK HERE):

9d. FIRM NAME:

9d. IF BRANCH OFFICE CHECK HERE:

10d. ADDRESS

11d. ROLE IN THIS CONTRACT

9e. PRIME (CHECK HERE):

9e. JOINT-VENTURE PARTNER (CHECK HERE):

9e. SUBCONTRACTOR (CHECK HERE):

9e. FIRM NAME:

9e. IF BRANCH OFFICE CHECK HERE:

10e. ADDRESS

11e. ROLE IN THIS CONTRACT

9f. PRIME (CHECK HERE):

9f. JOINT-VENTURE PARTNER (CHECK HERE):

9f. SUBCONTRACTOR (CHECK HERE):

9f. FIRM NAME:

9f. IF BRANCH OFFICE CHECK HERE:

10f. ADDRESS

11f. ROLE IN THIS CONTRACT

D. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached; check here)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME:

13. ROLE IN THIS CONTRACT:

14a. YEARS EXPERIENCE - TOTAL:

14b. YEARS EXPERIENCE - WITH CURRENT FIRM:

15. FIRM NAME AND LOCATION *(City and State)*:

16. EDUCATION *(DEGREE AND SPECIALIZATION)*:

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*:

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

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19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER:

21. TITLE AND LOCATION *(City and State)*:

22. YEAR COMPLETED - PROFESSIONAL SERVICES:

25 YEAR COMPLETED – CONSTRUCTION *(If applicable)*:

23a. PROJECT OWNER'S INFORMATION – PROJECT OWNER:

23b. PROJECT OWNER'S INFORMATION – POINT OF CONTACT NAME:

23c. PROJECT OWNER'S INFORMATION – POINT OF CONTACT TELEPHONE NUMBER:

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

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25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE

[illegible]

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29. EXAMPLE PROJECTS KEY			
NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

32. DATE SIGNED:

33. NAME AND TITLE OF SIGNER:

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ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER *(If any)*:
- 2a. FIRM (OR BRANCH OFFICE) NAME:
- 2b. FIRM (OR BRANCH OFFICE) STREET:
- 2c. FIRM (OR BRANCH OFFICE) CITY:
- 2d. FIRM (OR BRANCH OFFICE) STATE:
- 2e. FIRM (OR BRANCH OFFICE) ZIP CODE:
3. YEAR ESTABLISHED:
4. DUNS NUMBER:
- 5a. OWNERSHIP - TYPE:
- 5b. OWNERSHIP - SMALL BUSINESS STATUS:
- 6a. POINT OF CONTACT NAME AND TITLE:
- 6b. POINT OF CONTACT TELEPHONE NUMBER:
- 6c. POINT OF CONTACT E-MAIL ADDRESS:
7. NAME OF FIRM *(If block 2a is a branch office)*:

8a. FORMER FIRM NAME(S) <i>(If any)</i>	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c(1). No. of Employees - Firm	c(2). No. of Employees - Branch
	Other Employee		

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

[illegible]

1.	Less than \$100,000	6.	\$2 million to less than \$5 million
2.	\$100,000 to less than \$250,000	7.	\$5 million to less than \$10 million
3.	\$250,000 to less than \$500,00	8.	\$10 million to less than \$25 million
4.	\$500,000 to less than \$1 million	9.	\$25 million to less than \$50 million
5.	\$1 million to less than \$2 million	10.	\$50 million or greater

11a. Federal Work:

11b. Non-Federal Work:

11c. Total Work:

12a. SIGNATURE:

12b. DATE SIGNED:

EXHIBIT C
HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate

EXHIBIT C
HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

E	<u>Endorsements and Conditions:</u> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)
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EXHIBIT E
Small Local Emerging Business (SLEB) Program New Certification Application
COMMISSIONING RFP/Q No. 900697
For
HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT,
OAKLAND

3 Easy Steps

1. Complete the appropriate application form for New or Renewal Certification:

Current or previously certified businesses must complete the Renewal Certification Application on Page 4 of 4.

To apply for a New Certification, complete the application form in Pages 2 and 3 of 4.

Program Definitions

Local Business: A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County

Small Business: A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at <http://www.naics.com/search.htm>

Emerging Business: A business which has been certified by the County as local and meets one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date. If any item on the application form is not applicable, please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please sign* and mail Application to:

Alameda County Auditor-Controller Agency
Office of Contract Compliance
1221 Oak Street, Room 249
Oakland, CA 94612

*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We will contact you within 10 days to schedule a site visit upon receipt of your application.

3. On-site Visit

The following items must be available for our review during the visit to your business address:

- ☐ Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years**
- ☐ Business Licenses
- ☐ Current Identification (i.e. Driver's License, Identification Card)
- ☐ Deed, Rental or Lease Agreement showing Business Address

**Personal Net Worth Statement (if the business has never filed taxes)

If you have questions regarding your certification, please contact the Office of Contract Compliance Telephone: (510) 891-5500 Email: ACSLEBcompliance@acgov.org
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East Bay Interagency Alliance (EBIA)

COMMON APPLICATION for LOCAL CERTIFICATION

Alameda County – Alameda County Transportation Improvement Authority – City of Oakland – Port of Oakland

√ Alameda County
RFP/Q/I# 900697 RFP/Q/I Response Due Date: 1/6/2010

Check additional certifying agencies below that you would like your application to be forwarded to:

- ☐ Alameda County Transportation Improvement Authority
☐ City of Oakland
☐ Port of Oakland
☐ All the above

The Common Application is a sharing of information between agencies and NOT a reciprocal certification.

1) Contact Information

Legal Name of Entity		Contact Person (Name & Title)	
Street Address of Entity (No P.O. Box)			
City		State	Zip Code
Telephone ()		Fax # ()	Cell# ()
Email Address		Web Site	

2) Company Profile

Primary Service undertaken/offered:		Specialty Service undertaken/offered:	
Date Entity was established (mm/dd/yr)	Does the entity have one or more additional offices outside the city of Oakland, CA? ☐ Y ☐ N If yes, list other location(s)	Date Oakland office was established (mm/dd/yr)	
Method of Acquisition ☐ New ☐ Merger or consolidation	☐ Purchased existing ☐ Inherited	☐ Secured concession ☐ Other (explain)	Federal ID Number:
Has this entity operated under a different name during the past five years? ☐			
Type of Firm ☐ Sole Proprietorship ☐ Joint Venture ☐ Partnership ☐ Corporation ☐ Limited Liability Partnership ☐ Limited Liability Corporation ☐ Publicly traded entity ☐ Non-Profit or Church ☐ Other _____		Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only) ☐ African American ☐ Hispanic ☐ Asian ☐ Native American ☐ Asian Pacific /Hawaiian ☐ Multi ethnic ownership ☐ Asian Indian ☐ Multi ethnic minority ownership ☐ Caucasian ☐ Other _____ ☐ Filipino	
Gross Receipts for the last three recent fiscal years: Please attach copies of appropriate tax returns: (e.g. Form 990, Form 1040, Form 1120, etc)		Gender (for tracking purposes only) ☐ Male ☐ Female	
Year Ended _____ Year Ended _____ Year Ended _____		Total Receipts \$ _____ Total Receipts \$ _____ Total Receipts \$ _____	

2) Company Profile: (Continue Exhibit E) (Page 3 of 4)

Number of Employees at the local office Permanent Full time ____ Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____
TOTAL Number of Employees at all locations. Permanent Full time ____ Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____

3) Certifications:

Name of Issuing Authority	Type	Number	Expiration Date
City / County Business Tax Certificate			
Internal Revenue Service (required) – If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.			
State of CA /CUCP Certification for DBE/ACDBE firm			
State of CA /SBA Certification for Small firm			
Other Certification			
Other Certification			
Other Certification			

4) Professional Licenses, Permits and/or Certificates (e.g. contractor, architect, engineer, etc. – list all that apply - attach copies. List on a separate page if additional space is needed)

Name of Issuing Authority	Type	Number	Expiration Date
State of CA Contractor's License Board – Contractor's License:			
State of CA Professional Service License or Permit:			
State of CA Service Provider License or Permit:			
Other:			
Other:			

5) NAICS Codes: Please review the NAICS¹ listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: <http://www.naics.com/search.htm> & <http://www.census.gov/epcd/naics02/>. Add separate sheet for additional NAICS codes if needed.

NAICS Code	Description of Work

6) Additional Information:

Are you a Trucking Firm? ☐ Yes ☐ No Are you a Truck Broker? ☐ Yes ☐ No Both? ☐ Yes ☐ No
 A supplier? ☐ Yes ☐ No

7) I consent to the sharing of information contained herein with the certifying agencies I have checked on Page 1, and declare under penalty of perjury that all statements made in this Application are true and correct : ☐ Yes ☐ No

Signature: _____

Date: _____

Printed Name: _____

¹ North American Industry Classification System – www.naics.com

SLEB Certification Number: _____ Date of Initial Certification: _____

Business Name: _____

Business Address: _____

How long at this address: _____ Business Telephone Number: _____

Federal Tax Identification Number: _____ Business Fax Number: _____

Main Contact Name: _____

Phone Number: _____ Email Address: _____

Ownership changed since last certification: ☐ Yes ☐ No Number of Employees: _____

Gross Business Receipts for Last Three Years:

\$ _____ 20 _____ \$ _____ 20 _____ \$ _____ 20 _____

Composition of Ownership	
Are you a publicly traded entity, a public school, or a government? Yes ☐ No ☐	
Are you a non-profit, or a church? Yes ☐ No ☐	
If "Yes" to one of the above, skip Ethnicity and Gender below. The Collection of ethnicity and gender data is for statistical and demographic purposes only. Please check the ONE most applicable in each category:	
<u>Ethnicity</u> ☐ African American or Black (greater than 50%) ☐ American Indian or Alaskan Native (greater than 50%) ☐ Asian (greater than 50%) ☐ Caucasian or White (greater than 50%) ☐ Filipino (greater than 50%) ☐ Hispanic or Latino (greater than 50%) ☐ Native Hawaiian/Pacific Islander (greater than 50%) ☐ Multi-ethnic minority ownership (greater than 50%) ☐ Multi-ethnic ownership (50% Minority-50% Non-Minority)	
<u>Gender</u> ☐ Female (greater than 50% Ownership)	☐ Male (greater than 50% Ownership)

North America Industry Classification System Codes (NAICS)

RENEWAL AFFIDAVIT

I declare, under penalty of perjury all of the foregoing statements are true and correct.

Signature: _____ Date: _____

Printed Name: _____

Title (Proprietor, Partner, Officer, etc.): _____

EXHIBIT F

COUNTY OF ALAMEDA

**SPECIAL TESTING AND INSPECTION SERVICES RFP/Q No. 900702
For
HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT,
OAKLAND**

In order to meet the small local emerging business (SLEB) requirements of this RFP/Q, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (as stated in this RFP/Q County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute the partner without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

The OCC will monitor the contract for compliance with the SLEB requirements.

BIDDER (CONTRACTOR)

NAME: _____

☐ is Certified SLEB # _____ through ____/____/____ (certification expiration date)

☐ **BIDDER is not a SLEB** and will subcontract _____% with the SLEB named below for the following

service(s):

Exhibit F (continue)

SLEB Subcontractor
Business Name:

Street Address:

City, State, Zip:

Phone: _____ Fax: _____ E-
mail: _____

Tax ID Number: _____ SLEB Certification
Number: _____

SLEB Certification Status (Small or Emerging) _____ SLEB Certification Expiration
Date: ____/____/____

Principal Name:

SLEB Principal Signature: _____
Date: _____

Bidder Signature: _____
Date: _____

EXHIBIT H

COUNTY OF ALAMEDA

RFP No. 900697

for

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number:

Full Legal Name:

DBA

Type of Entity: ☐ Individual ☐ Sole Proprietor ☐ Partnership
☐ Corporation ☐ Tax-Exempted ☐ Government or Trust

Check the boxes that apply:

☐ Goods Only ☐ Goods & Services ☐ Rents/Leases ☐ Legal Services
☐ Rents/Leases paid to you as the agent ☐ Medical Services ☐ Non-Medical Services –

Describe

☐ Other _____

Federal Tax ID Number (required): _____

P.O. Box/Street Address: _____

Vendor Contact's Name: _____

Vendor Contact's Telephone: _____ Fax: _____

Vendor Contact's E-mail address: _____

Please check all that apply:

LOC ☐ Local Vendor (Holds business license within Alameda County)
SML ☐ Small Business (as defined by Small Business Administration)
I ☐ American Indian or Alaskan Native (>50%)
A ☐ Asian (>50%)
B ☐ Black or African American (>50%)
F ☐ Filipino (>50%)
H ☐ Hispanic or Latino (>50%)
N ☐ Native Hawaiian or other Pacific Islander (>50%)
W ☐ White (>50%)

Number of Entry Level Positions available through the life of the contract: _____

Number of other positions available through the life of the contact: _____

This information to be completed by County:

Contract # _____

Contract Amount: _____

Contract Term: _____

Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

(Company Name)

(Vendor Signature)

(Date)

(East Bay Works / One-Stop Representative Signature)

(Date)

Justification of Non-Compliance:

EXHIBIT I
EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
FOR
COUNTY OF ALAMEDA
HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

List below requests for clarifications, exceptions and amendments, if any, to the RFP/SOQ and its exhibits, including Exhibit J, and submit with your proposal response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Proposer:

EXHIBIT J

**DRAFT PROFESSIONAL SERVICES AGREEMENT
FOR
COUNTY OF ALAMEDA**

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

With

[FIRM NAME]

for the

[PROJECT NAME]

Contract No. _____

County of Alameda

COUNTY OF ALAMEDA**AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND****[FIRM NAME]**

This Agreement is made this ____ day of _____, 2001, in the City of Oakland, State of California, by and between [FIRM NAME AND ADDRESS], hereinafter referred to as “Consultant” and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as “County”.

AGREEMENT**1 Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices “A”, “B”, and “C”, attached hereto.

Consultant [FIRM NAME]

County County of Alameda.

Project The County’s [PROJECT NAME] project as further described in Appendix “A”, Scope of Services.

Services All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.

Subconsultants Consultant’s consultants, subconsultants, contractors and subcontractors, of any tier.

2 Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project.

3 Services Consultant Agrees to Perform

3.1 Consultant shall perform all Services described in Appendix “A”, “Services to be Provided by Consultant”, attached hereto and incorporated by reference as though fully set forth herein.

3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix “A”. Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the

occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with an Consultant caused or other nonexcusable delay, County may (but shall not be required to) grant a time extension without compensation.

- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4 Compensation

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payment to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B".
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.
- 4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Section 24.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of

demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

5 Maximum Costs

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors and approved by the County's General Services Agency Director for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6 Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through [NAME OF PRINCIPAL], [FIRM NAME AND ADDRESS]; and Consultant shall direct all communications to County through [GSA-TSD PROJECT MANAGER].
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Exhibit 1 to Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.

- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized expertise in architectural or engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of architectural or engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8 Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless County and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent arising from (1) the negligent performance of Services under this Agreement, or any part thereof, or (2) any negligent act or an omission of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control.
- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provision is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project

site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

9 Liability of County

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

10 Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, City of Oakland business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

11 Insurance

- 11.1 Prior to execution of this Contract, Consultant shall furnish to County satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse County for such expense).

12 Suspension of Services

- 12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13 Termination of Agreement for Cause

- 13.1 If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- 13.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant's right to proceed under the Agreement, for cause:
- 13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- 13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or
- 13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of

performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

13.3 In the event of termination by County as provided herein for cause:

- 13.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;
- 13.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- 13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

14 Termination of Agreement for Convenience

14.1 County may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:

- 14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- 14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- 14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- 14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the

right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

- 14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;
 - 14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.
 - 14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
 - 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
 - 14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –

- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
- 14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.
- 14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgement interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.
- 14.8 In arriving at amount due Consultant under this Section there shall be deducted:
- 14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
- 14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies at law.

15 Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

- 15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

16 Proprietary or Confidential Information of County; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

17 Notice to the Parties

- 17.1 Notices. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.
- 17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:
- (a) When personally delivered to the recipient, notice is effective on delivery.
 - (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.
- 17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.
- To County:
General Services Agency
Aki K. Nakao, Director
cc: James R. Kachik, Deputy Director, GSA-TSD
1401 Lakeside Drive, Suite 1115
Oakland, California 94612
- To Consultant:
[FIRM NAME]
[FIRM ADDRESS]
[CITY, STATE ZIP CODE]
- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18 Ownership of Results/Work for Hire

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by

Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to County. With the prior written approval of the County, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

19 Audit and Inspection Records

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services, or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.
- 19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant's activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County's offices at 1401 Lakeside Drive, Oakland, California, Consultant shall, upon County's request and at Consultant's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20 Subcontracting/Assignment/County Employees

- 20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on

behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- 20.2 Consultant shall use the subconsultants for the scopes of work listed in its Statement of Qualifications and Proposal (exhibits to Appendix "A"), below and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California Civil Code §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

21 Non-Discrimination, Equal Employment Opportunity and Business Practices

Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

22 Drug-Free Workplace Policy

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.

23 Compliance With Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

24 Disputes

- 24.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County General Services Agency Director or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.

- 24.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 24.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

25 Agreement Made in California; Venue

- 25.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 25.2 The parties shall execute one original and six copies of this Agreement.

26 Compliance with Laws

- 26.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- 26.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

27 Construction

All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

28 Miscellaneous

- 28.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.

- 28.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 28.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

29 Entire Agreement; Modifications of Agreement

- 29.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 29.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 29.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 29.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 29.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 29.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

“County” COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____
[TITLE]

Date: _____

“Consultant”
[FIRM NAME]

By:

Its: _____
[TITLE]

Date: _____

Approved as to form:

County Counsel

END OF DOCUMENT

**EXHIBIT K
PROPOSAL EVALUATION FORM
FOR
COUNTY OF ALAMEDA
HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND**

Proposer Name: _____
Evaluated By: _____

J.1	Completeness of Response	Pass/Fail	
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		Weight (Must total 100)	X Rating*	= Points
F.2.a	Experiences, Organization & Approach	65		
F.2.b.	Scope of Services to be Provided	30		
F.2.c.	Hourly Rate Schedule, Man-hour Budget	5		
F.2.f.	References	Pass/Fail		
K.	Sample Special Testing and Inspection Report	Pass/Fail		
Evaluation Total (Maximum 500)				

*** 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable**

**EXHIBIT L
CURRENT CAMPUS MAP**

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND



**EXHIBIT M
PROPOSED PROJECT SITE PLAN**

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

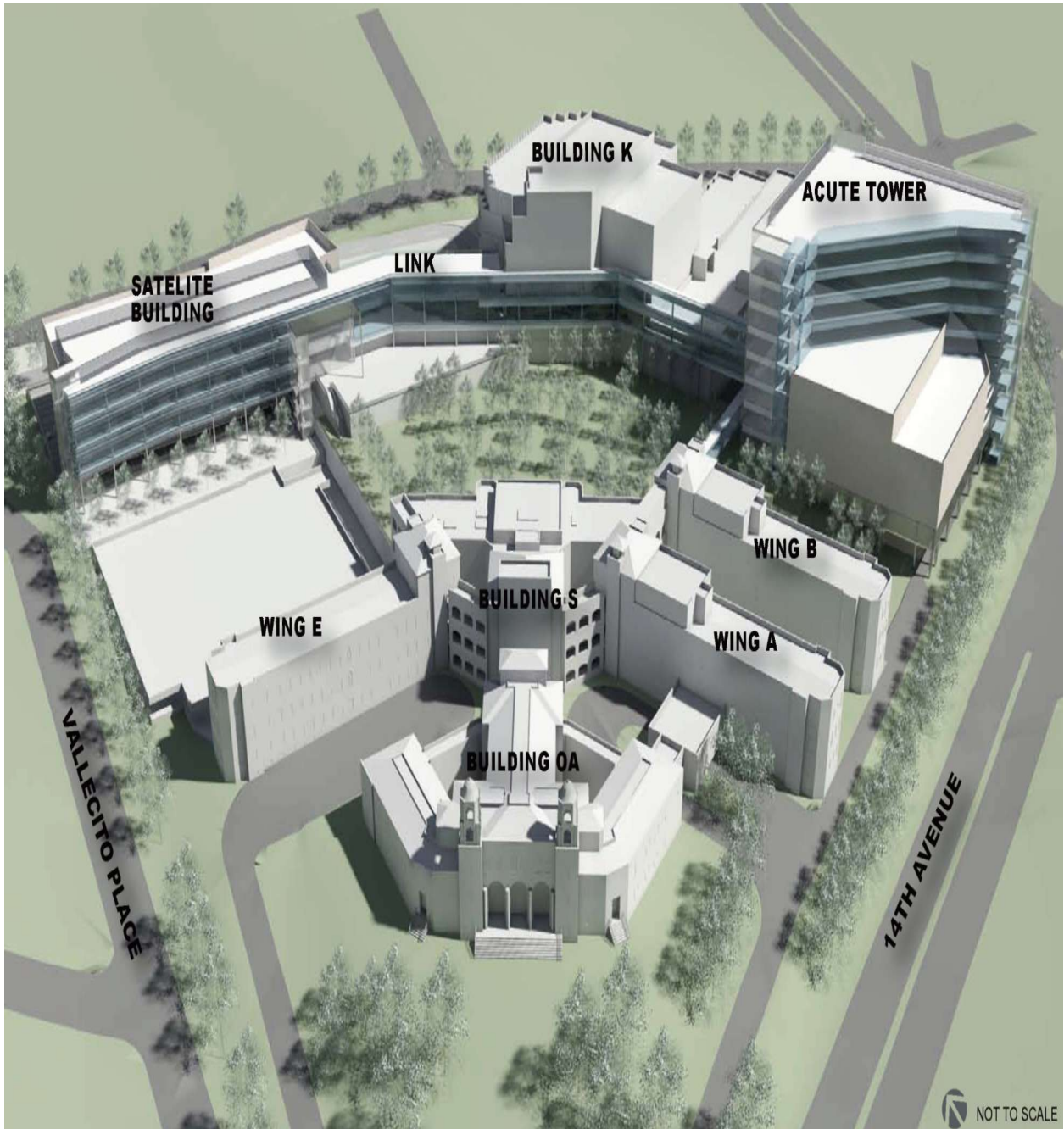


EXHIBIT N
DRAFT PROJECT SCHEDULE, DATED OCTOBER 13, 2009

HIGHLAND HOSPITAL ACUTE TOWER REPLACEMENT PROJECT, OAKLAND

